

CONFIDENTIAL

Post Office Box 6788
Fort Davis Station
Washington, D. C. 20020

File

REGISTERED

14 SEP 1964

Declass Review by NGA.

Amendment No. 1

Gentlemen:

Reference is made to the subject Contract, entered into with your firm as of 29 June 1964 for design and fabrication of Contact Printers.

By this Amendment No. 1, the clause entitled DELIVERABLE ITEMS is amended as follows:

Items 3 and 4: Delete - "Manufacturing Specifications and Drawings"

Add -- "Engineering and Shop Drawings"

All other terms and conditions of the said Contract shall be and remain the same.

Please indicate your acceptance of the foregoing by signing this letter and the enclosed two copies thereof. Retain one copy for your records and return the signed original and remaining one copy to the undersigned at the earliest practicable date.

Very truly yours,

BY _____

TITLE _____

Contracting Officer

This material contains information which is exempt from release under the provisions of the Freedom of Information Act, 5 U.S.C. 552, and is not to be distributed outside the Department of Defense without prior approval of the Department of Defense.

NEGOTIATED CONTRACT		CONFIDENTIAL		CONTRACT/TASK ORDER NO.	
		Contract			
ISSUING OFFICE					
NAME			ADDRESS	Post Office Box 6788 Fort Davis Station Washington, D. C.	
CONTRACTOR					
NAME			ADDRESS		
CONTRACT FOR The Design and Fabrication of a Contact Duplicating and Reseau Printer and a High Resolution Step and Repeat Contact Printer.				AMOUNT	
MAIL INVOICES TO					
Issuing Office.					
APPROPRIATION AND OTHER ADMINISTRATIVE DATA					
<p>is negotiated contract is entered into pursuant to Statutory Authority and any required determination and findings have been made.</p> <p>THIS CONTRACT is entered into as of <u>29 June</u>, 19<u>64</u>, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract and _____</p> <p>(i) a corporation organized and existing under the laws of the State of <u>NEW YORK</u></p> <p>(ii) a partnership consisting of _____</p> <p>(iii) an individual trading as _____</p> <p>hereinafter called the Contractor. The parties hereto agree that the Contractor shall furnish and deliver all the supplies and perform all the services set forth in the attached Schedule, for the consideration stated therein.</p>					

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SCOPE OF WORK:

The Contractor shall design and fabricate the following equipment:

One (1) Contact Duplicating and Reseau Printer.

One (1) High Resolution Step and Repeat Contact Printer.

The Contact Duplicating and Reseau Printer shall be designed and fabricated in accordance with the Purchase Description entitled "Contact Duplicating and Reseau Printer" dated 14 February 1964, which is incorporated herein by reference and made a part hereof.

Both printers shall be designed and fabricated in accordance with the Contractor's proposal B 64-100, "Design and Development of Advanced Concept High-Resolution Step-and-Repeat Contact Printers", dated March 23, 1964, as amended by the Contractor's letter Ref: 620/B64-100, dated May 28, 1964, said proposal and letter being incorporated herein by reference and made a part of this contract.

PERFORMANCE OF CONTRACT:

The Contract shall be performed in three (3) phases as set forth herein:

Phase I

Feasibility Study and Design Development for both printers.

a. At the end of four (4) months:

Submission of firm design goals for the Contact Duplicating and Reseau Printer, hereinafter known as Printer No. 1, to the Technical Representative of the Contracting Officer for evaluation and approval.

b. At the end of six (6) months:

Submission of firm design goals for the High Resolution Step and Repeat Contact Printer, hereinafter known as Printer No. 2, to the Technical Representative of the Contracting Officer for evaluation and approval.

X NAME O

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Phase II

Fabrication, test and delivery of Printer No. 1.

The Contractor shall not begin fabrication until written approval of all design goals is received from the Contracting Officer.

Phase III

Fabrication, test and delivery of Printer No. 2.

The Contractor shall not begin fabrication until written approval of all design goals is received from the Contracting Officer.

PERIOD OF PERFORMANCE:

The period of performance under this contract shall be 29 June 1964 to 1 March 1966.

DELIVERABLE ITEMS:

1. One (1) Contact Duplicating and Reseau Printer (Printer No. 1).
2. One (1) High Resolution Step and Repeat Contact Printer (Printer No. 2).
3. Manufacturing Specifications and Drawings for Printer No. 1 (five sets)
4. Manufacturing Specifications and Drawings for Printer No. 2 (five sets)
5. Operation and Maintenance Manual (five copies) for Printer No. 1
6. Operation and Maintenance Manual (five copies) for Printer No. 2
7. Monthly narrative reports (five copies) covering both printers to include:
 - a. Current status of work
 - b. Problem areas encountered
 - c. Projected work for next monthly period
 - d. Status of fund expenditures to end of monthly period.
 - e. Documentation of any verbal commitments and/or agreements with the Technical Representative of the Contracting Officer during the reporting period.

NAME OF CONTRACTOR

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DELIVERY:

In the event that any item under this Contract is personally delivered to the Technical Representative of the Contracting Officer, a signed receipt in duplicate must be obtained from said representative and one copy attached to any invoice submitted for reimbursement for such item(s). Failure to do so will result in suspension of payment, since the Disbursing Officer is prohibited from making payment without evidence of delivery to other than the designated consignee.

CONSIGNEE ADDRESS:

Printer No. 1 (64-5772)
Printer No. 2 (64-5773)

Contract Cost:

The contract target fee will be subject to the application of a cost incentive on an 80* - 20 share line on all costs under or over target cost for all three (3) phases of this contract. *Government Share.

The contract fee shall be determined in accordance with the attached "Allowable, Cost, Incentive Fee and Payment" clause, which is incorporated herein and made a part of this contract, subject to negotiation of performance and delivery incentives as follows:

- a. When the Contractor has received approval of the design goals for Printer No.1, Performance and Delivery Incentives will be negotiated for Phase II of the contract.
- b. When the Contractor has received approval of the design goals for Printer No. 2, Performance Incentives only will be negotiated for Phase III of the contract.

In no event shall the fee for this contract be greater than fifteen (15) percent, nor less than six (6) percent of the target cost.

NAME OF CONTRACTOR

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NEGOTIATED OVERHEAD RATE CEILING:

Notwithstanding the provisions of this contract entitled, "Negotiated Overhead Rates" it is mutually agreed that the allowable indirect costs for the period of performance of work authorized under this contract shall be computed at rates not to exceed the following:

Research and Development Overhead	175% of Direct Labor Dollars
Quality Control Overhead	110% of Direct Labor Dollars
G&A	10% of Total Costs exclusive of G and A expenses

NON-PUBLICITY:

It is a specific condition of this agreement that the Contractor shall not use or allow to be used any aspect of this agreement for publicity or advertisement purposes. The Contractor may request a waiver of the foregoing but shall not deviate therefrom unless so authorized in writing by the Contracting Officer.

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SECURITY

Equipment, specifications, and drawings and reports are UNCLASSIFIED.

In the event any question may arise during the preliminary phases of the work and/or research concerning the security of the technical aspects i.e., security classification of various component parts and/or related reports connected thereto, the Technical Representative of the Contracting Officer is authorized to furnish security guidance during this interim period.

This is only to be considered an authorized expedient and efficient means of resolving technical security problems by the Technical Representative of the Contracting Officer on the spot and is not to be construed as a waiver of the Contractor's responsibility to request formal written notification and/or authorization from the Contracting Officer prior to effecting any changes in over-all security classification of the contract, or item and/or reports being developed thereunder or the Contractor's Security Requirements, as agreed.

The association of the sponsor with the work being produced under this Task Order is classified Confidential. This classified information and any other classified information which may be specified in the first paragraph of this Security Article, will be divulged only on a need-to-know basis and then only to those who have been authorized in writing by this Government component to have access to classified information.

Correspondence originated by the Contractor and/or other data to be submitted hereunder, the contents of which contain classified information or refer to the number of this Task Order and/or contract or the name and/or address of the Contracting Officer, shall be stamped by you with the classification of

Confidential.

REPORTS

A Final Report, manuals, drawings and similar data as may be required under this Task Order, shall be submitted at such time and in such format as may be specified by the Technical Representative of the Contracting Officer or as may be otherwise set forth in the Scope of Work Article of this Schedule. In addition, Technical Progress Reports should be prepared in the manner normally practiced by you and submitted directly to the Contracting Officer's Project Engineer in accordance with the engineer's instructions. A copy of the Progress Report should be mailed directly to the Contracting Officer unless you are advised otherwise.

Name of Contractor

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SHIPPING INSTRUCTIONS:

Any items to be delivered under this Task Order shall be delivered FOB Destination to whatever location within the continental limits of the United States as may be later stipulated by the Contracting Officer.

All deliverable items, if any, shall be packaged and crated if applicable, in accordance with the Contractor's best domestic commercial practice or as further amplified by auxiliary specific instructions of the Contracting Officer.

In the event any material or items which may be concerned hereunder are, or may later become SECRET or CONFIDENTIAL and when the size or weight of such material or items classified SECRET or CONFIDENTIAL makes shipment by registered mail impracticable, commercial shipment should be made only by the Railway Express Agency "Protective Signature Service." The material must be securely crated and banded and prior to shipment the contractor shall advise the Contracting Officer of (1) the date the material will be shipped, (2) the approximate date of arrival, and (3) the approximate weight, size, and number of cartons. Bulk shipments of TOP SECRET material shall be made only in accordance with the specific instructions which will be furnished the Contractor by the Contracting Officer upon notification that the material is ready for shipment.

INSPECTION:

Inspection during the course of the Task Order as well as the final inspection and acceptance of deliverable products, if any, hereunder shall be made by the technical representative of the Contracting Officer. Final acceptance of items deliverable hereunder, if any, shall be made after proper inspection at the FOB point designated in accordance with the stipulations of "Shipping Instructions" above.

Name of ContractorX1 **NOTICE**

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(When Filled In)

(SIGNATURES)

CONTRACT NO.

The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the General Provisions. To the extent of any inconsistency between the Schedule or the General Provisions, and any specifications or other provisions which are made a part of this contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

CONTRACTOR REPRESENTS (Check appropriate boxes)

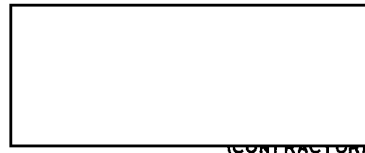
(1) (a) That it ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Fed. Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9709, which contains the detailed definitions and related procedures,) (b) that it ☐ has, ☐ has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if Contractor is a regular dealer, it also represents that all supplies to be furnished thereunder ☐ will, ☐ will not, be manufactured or produced in the United States or its Territories or possessions by a small business manufacturer or producer.

(2) (a) That it ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that it ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Reg., Title 44, Secs. 150.7 and 150.5(d), Fed. Reg., Dec. 31, 1952, Vol. 17, No. 253.)

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written:

THE UNITED STATES OF AMERICA

By _____

WITNESSES

CER)

(CONTRACTOR)

By _____

NOTE.—In case of corporation, witnesses not required but certificate below must be completed. Type or print names under all signatures.

(TITLE)

(ADDRESS)

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this contract on behalf of the Contractor, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

SIGNATURE (Corporate Seal)

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downgrading and
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